

UNITED STATE BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In Re: Rosemary Greene

Chapter 7

Bankruptcy No. 12-49009 WJL

EXHIBIT 1

**Fill in this information to identify the case:**

Debtor 1 Rosemary Greene  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing) \_\_\_\_\_  
United States Bankruptcy Court Northern District of California  
Case number: 17-41704

FILED

U.S. Bankruptcy Court  
Northern District of California

9/25/2017

Edward J. Emmons, Clerk

**Official Form 410  
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Bosco Kante and Maya Kante</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	<u>Maya Greene, Bosco Kante, Maya Kante</u>
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Bosco Kante and Maya Kante</u>	_____
	Name	Name
	<u>465 Canyon Oaks Dr, Apt F Oakland, CA 94605</u>	
	Contact phone <u>323-481-7372</u>	Contact phone _____
	Contact email <u>boscokante@gmail.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

- ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$ 1429980.00

Does this amount include interest or other charges?

- ☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as healthcare information.

see attached (contract, money owed, fraud, conversion, wrongful eviction)

9. Is all or part of the claim secured?

- ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:**

\$ \_\_\_\_\_

**Amount of the claim that is secured:**

\$ \_\_\_\_\_

**Amount of the claim that is unsecured:**

\$ \_\_\_\_\_

(The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:**

\$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed)

\_\_\_\_\_%

- ☐ Fixed  
☐ Variable

10. Is this claim based on a lease?

- ☐ No  
☒ Yes. Amount necessary to cure any default as of the date of the petition.

\$

101950.00

11. Is this claim subject to a right of setoff?

- ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply:</i>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	<input type="checkbox"/> A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies	\$ _____
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\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

<p><b>The person completing this proof of claim must sign and date it. FRBP 9011(b).</b></p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p><b>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</b></p>	<p><b>Check the appropriate box:</b></p> <p><input checked="" type="checkbox"/> I am the creditor.  <input type="checkbox"/> I am the creditor's attorney or authorized agent.  <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  <input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>9/25/2017</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Bosco Kante, Maya Kante</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Bosco Kante, Maya Kante</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;">First name</td> <td style="width: 33%; text-align: center;">Middle name</td> <td style="width: 33%; text-align: center;">Last name</td> </tr> <tr> <td colspan="4" style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> <p>Title _____</p> <p>Company _____</p> <p>Address <u>465 Canyon Oaks Dr, Apt F</u></p> <p style="font-size: small;">Identify the corporate servicer as the company if the authorized agent is a servicer</p> <p style="font-size: small;">Number Street</p> <p style="font-size: small;">Oakland, CA 94605</p> <p style="font-size: small;">City State ZIP Code</p> <p>Contact phone <u>3234817372</u> Email <u>boscokante@gmail.com</u></p>		First name	Middle name	Last name				
	First name	Middle name	Last name						

Kante Proof of Claim Attachment, In Re Rosemary Greene 17-41704

ACTUAL DAMAGES	
Money owed pursuant to Oct 15th, 2007 Agreement	\$225,000
Money owed pursuant to two (2) Feb 2014 contracts	\$101,950
Money owed pursuant to two (2) Feb 2014 contracts	\$22,530
Money owed pursuant to Settlement Split Agreement dated 2/19/2015	\$7,500
<b>Total</b>	<b>\$356,980</b>

TORT DAMAGES	
Wrongful Eviction	
Conversion of Vacation Rental Business	
Conversion of Furniture & personal effects	
Unfair competition (UCL) (restitution)	
Landlord illegal lockout Torts (Restitution, Emotional Distress)	
Unjust Enrichment	
Breach of covenant of good faith and fair dealing	
Civil Conspiracy with Mark Attarha, David Roth, & Greg Gewalt	
Defamation/Libel/Slander	
Breach of Fiduciary Duty	
Interference with contractual relations	
Interference with prospective advantage	
Intentional Infliction of Emotional Distress	
Punitive Damages	
Intentional Fraud	
Quantum Meruit	
<b>Total Tort</b>	<b>\$1,073,000</b>

## Greenridge Condo Conversion Project Management Deal Memo

October 15<sup>th</sup>, 2007

Hereinafter Rosemary Greene shall be referred to as "Owner" and La Vida Dolce Development Company shall be referred to as "Project Manager" or "PM".

1. **Services:** PM will provide all Project Management and Administration (excluding Real Estate Broker Services) to complete conversion and sale of all four units at 8009 Greenridge Dr., Oakland, CA 94605 ("The Property").
2. **Owner:** Owner shall make best effort to cooperate and provide information needed for PM to complete Services.
3. **Cost:** The projected cost of all repairs and upgrades is necessary for conversion and sale is \$100k. All repairs and upgrades shall be mutually approved. The attached Schedule of Repairs and costs are mutually approved.
4. **Budget/Financing:** PM shall pay all Costs up to \$100,000. These costs shall be reimbursable from the sale or as described below.
5. **Sale of Units:** Owner shall place the units for sale no later than 60 days from completion of the Schedule of Repairs.
6. **Sales Price:** Sales prices for the units shall be set by mutual agreement of Owner and PM. The projected combined sales price of all four condos is approximately \$1.4M.
7. **Compensation:** Owner shall pay PM a Fee of \$50k plus a Commission to be calculated as follows:

$$\text{Commission} = 50\% \times (\text{Sales Price} - \$1.35\text{M} + \$100\text{k} - \text{Costs})$$

(The basic premise being that Owner and PM will share additional profits equally)

Costs are defined as costs authorized by Owner & PM and paid by PM.

If the Sales Price is less than 1.35M and the Costs are greater than \$100k, the Commission shall be zero, the foregoing notwithstanding.

*Example #1: If the Sales price of all four units combined equals \$1.4M and \$100k was spent on Costs, then the Commission would be \$25k as calculated below.*

$$50\% \times (1,400,000 - 1,350,000 + 100,000 - 100,000) = 25,000$$

Page 1 of 3

*Example #2: If the Sales price of all four units combined equals \$1.35M and \$75k was spent on Costs, then the Commission would be \$12.5k as calculated below.*

$$50\% \times (1,350,000 - 1,350,000 + 100,000 - 75,000) = 12,500$$

*Example #3: If the Sales price of all four units combined equals \$1.45M and \$100k was spent on Costs, then the Commission would be \$50k as calculated below.*

$$50\% \times (1,450,000 - 1,350,000 + 100,000 - 100,000) = 50,000$$

8. **Lien:** Owner shall provide a lien against the property for the benefit of PM equaling the Costs plus the Fee of \$50,000.
9. **Repayment/Refinance:** If after six months from the date of this agreement, the Schedule of Repairs is complete and all units have not been sold, Owner shall repay to PM the Costs and the Fee (\$50,000) within 60 days. No additional encumbrances, liens, or loans shall be taken against The Property prior to repayment to PM of the Costs and the Fee.
10. **Minimum Sales Price:** If Schedule of Repairs is complete and all units have been placed for sale and no offers above \$320,000 have been made on any of the units as of eight months from the date of this agreement, then only 50% of the Fee shall be due for immediate repayment under section 9. above. The balance of the Fee shall be due upon sale of the first two units.
11. **Sales Process /Funds Disbursement:** Owner shall direct escrow to repay PM for the Costs and the Fee from the sale of the first two units. The Commission shall be paid from the sale of the second two units.

*Example: Unit 1 & Unit 3 are sold for \$340k and \$360. \$500k of the sale proceeds is used to pay of the first mortgage. \$150k is paid to PM for the Costs and the Fee. \$50k is paid to Owner. Unit 2 is sold for \$360k. An estimated 50% of the Commission is paid from the sale using the following formula*

$$\text{Part 1 of Commission} = \frac{1}{2} \times 50\% \times (\text{Sales Price} - \frac{1}{4} \times 1,350,000 - 100,000 - \text{Costs})$$

*Or*

$$\text{Part 1 of Commission} = \frac{1}{2} \times 50\% \times (1,060,000 - \frac{1}{4} \times 1,350,000 - 100,000 - 100,000) = \$11,875$$

*Finally Unit 4 is sold for \$340k.*

$$\text{Part 2 of Commission} = 50\% \times (\text{Sales Price} - \$1.35M + \$100k - \text{Cost}) - \text{Part 1 of Commission}$$

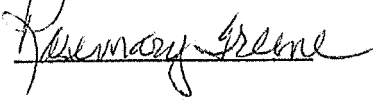
*Or*

Part 2 of Commission =  $50\% \times (1,400,000 - \$1,350,000 + \$100,000 - 100,000) - 11,875 = \$13,125$

for a total Commission of \$25,000.

**12. Formal Agreement:** Owner and PM agree to enter into a more formal agreement which will be negotiated in good faith keeping with the original intent of this Deal Memo.

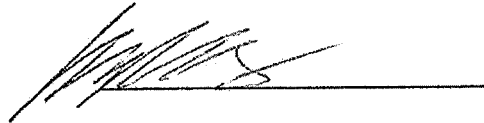
Accepted and Agreed to:



Rosemary Greene "Owner"

Oct 25, 2007

date



Maya Greene and Bosco Kante "PM"

10/25/07

date

#### Appendix A: Schedule of Repairs



Bosco Kante & Maya Greene  
(referred to herein as "us", "our", "we" and "M&B")  
4100 Redwood Rd. #118  
Oakland, CA 94619  
323-481-7372

Rosemary Greene  
(referred to herein as "You", "your", and "Rosemary")

8000 Hansom Dr.  
Oakland, CA 94605

Dated As of March 13<sup>th</sup>, 2013

**Re: Loan & Property Management**

Dear Rosemary Greene:

This deal memorandum ("Agreement") shall outline the material terms for the Property Management, Lease, and Cost Reimbursement agreement between you and us with respect to the rental properties 8009 Greenridge Dr., Oakland, CA 94605 ("Greenridge") and 8000 Hansom Dr., Oakland, CA 94605 ("Hansom")

**1. Whereas** You wish to hire M&B to assist you in managing your rental properties, You wish to hire an attorney to stop foreclosure on your rental properties, You wish to borrow money for attorneys fees and some costs associated with managing the rental properties, You wish to repay money borrowed for attorney's fees, and You wish to reimburse Bosco for money borrowed to improve Greenridge.

**2. Attorney:** You shall hire an attorney to litigate on your behalf to stop the foreclosure of Hansom, stop the foreclosure of Greenridge, and negotiate a loan modification and/or monetary compensation. The fees for this Attorney shall be deemed "Excess Costs" as described below.

**3. "The Lien":** You shall execute and record a lien against Greenridge for the value of the "The Pre-Paid Lease" plus the Excess Costs. We shall release The Lien at end of "The Pre-Paid Lease".

**4. Failure to Obtain Loan Modification:** In the event attorney fails to obtain a modification for a reason not caused by You and both Greenridge and Hansom are foreclosed, the balance owed M&B at the time of foreclosure of Greenridge shall remain a lien against Greenrdige.

**5. Stop Foreclosure:** You shall use your best efforts to stop foreclosure by participating in the loan modification process, placing your properties for sale, or filing Bankruptcy as advised by the Attorney.

**6. Vacate Hansom:** You shall vacate Hansom as soon as possible but at least within 45 days to allow it to be rented.

**7. Budget:** You shall pay your personal expenses out of your Social Security, retirement, and real estate income as follows:

Personal Budget	
Income	22.28
Social Sec	1553.8
Real Estate Income	
VA	
SubTotal Pers Income	1576.08
Expenses	
food	583.08
gas	200
car ins	63
car maint	100
cell phone	120
Student Loan	150
pg&e	80
IRS	280
Subtotal Pers Exp	1576.08
Net	0

**8. Property Management:** M&B shall manage the rental properties Greenridge and Hansom. Including:

- a. selection, approval, and eviction of tenants
- b. collection of all rents
- c. scheduling repairs and regular maintenance
- d. creating and enforcing building rules
- e. accounting

**9. Rental Properties Monthly Costs:** The following rental properties monthly costs shall be deemed approved and shall be paid from the rents. Upon receipt of a loan modification, corresponding mortgages, taxes, and insurance shall be added as approved monthly costs.

Out	
Greenridge	
mortgage	0
maint	200
taxes	0
ins	134
garbage	90
utilities	200
Security Deposit refund	
Hansom	
mortgage	0
maint	200
taxes	0
ins	100
garbage	90
cable/internet	100
utilities	200
Attorney's Fees	3000
SubTotal Exp	4314

**10. Excess Costs:** Costs exceeding the monthly budget in "Rental Properties Monthly Costs" ("Excess Costs") shall be jointly approved by You and us, your approval not to be unreasonable withheld. Any Excess Costs paid by us at our sole discretion shall be repaid from any monthly profit, and any remaining Excess Costs shall extend the term of The Pre-Paid Lease by a proportionate amount (i.e. - \$3000 in Excess Costs shall extend The Pre-Paid Lease by one month for Greenridge Unit 1 & Unit 3)

**11. Greenridge Subletting/Short-Term Vacation Rentals:** Income from subletting or short term vacation rentals at Greenridge shall not be subject to this agreement.

**12. Hansom Management Fee:** You shall pay us 15% of the gross rents at Hansom as a management fee.

**13. No-Sale:** You shall not sell Greenridge or Hansom without first fully repaying all sums owed hereunder including but not limited to Excess Costs, the full value of any remaining months on "The Pre-Paid Lease", and any additional sums loaned to You to pay for attorney's fees or costs related to rental of Greenridge and Hansom.

**14. Debt:** You hereby acknowledge a Debt to Bosco Kante of \$131,450.00 (inclusive of \$117,967.00 in principal and \$13,483.00 in interest) originating prior to this agreement.

**15. Previous Rent:** Bosco Kante acknowledges owing You \$61,500 for rental of Greenridge Unit 1 from February 1<sup>st</sup>, 2010 to February 28<sup>th</sup>, 2013 and of Greenridge Unit 2 from August 1<sup>st</sup>, 2012 to February 28<sup>th</sup>, 2013. Bosco Kante hereby credits You \$61,500.00 against the Debt leaving a remaining balance of \$69,950.00.

**16. "The Pre-Paid Lease":** You hereby lease Greenridge Units 1 and 3 to Bosco Kante for twenty three (23) months from March 1, 2013 to Dec 31<sup>st</sup>, 2014 for the sum of \$69,950. Bosco Kante hereby credits You \$69,950.00 against the Debt leaving a remaining balance of zero. You acknowledge that hereby you have received full payment of the \$69,950.00 for this "The Pre-Paid Lease".

**17. Successful Loan Modification:** Upon receipt of a successful permanent Loan Modification on Greenridge, we shall loan you up to an additional \$1500.00 per month to pay the mortgage for the duration of the "The Pre-Paid Lease". "The Pre-Paid Lease" shall be automatically extended to by a number of months equal to the amount loaned under this clause divided by \$3000.00 (i.e. each \$1500 loaned shall extend the prepaid lease by one half of one month for both Greenridge Unit 1 and Unit 3).

**18. Monthly Profits:** Monthly Rental income from Greenridge and Hansom in excess of the monthly costs (including any Excess Costs) shall be paid to M&B and reduce the length of The Pre-Paid Lease by a proportionate amount. Rental income paid by us for Greenridge Unit 1 & Unit 3 shall not be included in the calculation of Monthly Profits.

**19. No Prepayment Penalty:** You may terminate this agreement at anytime provided you give 60 days notice and all sums owed to us hereunder including but not limited to the value of The Pre-Paid Lease and any Excess Costs have been repaid. There shall be no pre-payment penalty for repaying any sums owed hereunder. However, any rentals booked prior to termination for rental periods occurring after termination shall be honored or all sums owed to the renters shall be repaid and any costs required by renters because of cancellation shall be paid by you.

**20. Termination by Us:** We may terminate this agreement at any time with 60 days notice, providing that all sums due You have been paid. Termination of this agreement shall not terminate the requirement that You pay any sums due to us hereunder.

**21. Non-waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**22. Severability:** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**23. Warrants and Indemnification:** You warrant and represent that (i) you and have the full right, power and authority to enter into this Agreement. Further, you agree to indemnify, defend and hold us and our assignees and designees harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with your actual breach of any of your representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with your prior written consent, which shall not be unreasonably withheld.

We warrant and represent that (i) We have the full right, power and authority to enter into this Agreement. Further, We agree to indemnify, defend and hold You harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with our actual breach of any of our representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with our prior written consent, which shall not be unreasonably withheld.

24. Accountings: Within ninety (90) days after June 30 and December 31 of each year during which The Rental Properties are managed by M&B, we shall render an accounting statement of rental income and expenses under this Agreement during the preceding calendar half-year, less the all amounts chargeable under this Agreement. All accountings rendered to you shall be binding upon you and not subject to any objection by you for any reason unless specific written objection by you stating the basis thereof is furnished to us within One (1) year from the date rendered to you. You shall be foreclosed from maintaining any action, claim or proceeding against us with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against us in a court of competent jurisdiction within two (2) years from the date such accounting is rendered. Subject to the immediately preceding paragraph, you shall have the right to appoint a certified public accountant to examine those portions of Company's books and records relating to the sale of records embodying the Master, provided that such examination shall take place at the normal place of business, during normal business hours, on reasonable written notice, not more frequently than once with respect to any particular statement and not more than once in any calendar year and shall be at your sole cost and expense. You shall furnish Company with a copy of the audit report within forty-five (45) days after the completion of the applicable audit. The rights granted herein to you constitute your sole right to examine Company's books and records. For the avoidance of doubt, you shall have no right whatsoever to examine or audit any third party's books or records.

25. Governing Law: THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA, AND ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES A DISPUTE BETWEEN THE PARTIES HERETO CONCERNING THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS IN OAKLAND AND NOT ELSEWHERE.

26. Miscellaneous: This Agreement supersedes all previous agreements and contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties.

No breach by either party of its material obligations hereunder will entitle the non-breaching party to recover damages, or affect any of such non-breaching party's obligations hereunder, unless the party alleged to be in breach fails to remedy such breach within thirty (30) days following receipt of notice thereof. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, no breach by us of any provision hereof shall give you the right to injunctive or other equitable relief with respect to the rental, lease, or other exploitation of the Rental properties hereunder; it being understood that your sole remedy for any such breach shall be limited to damages, if any.

This Agreement may be signed in counterparts, which together shall constitute one original agreement, and may be delivered to the parties by email.

27. Notices: All notices to be given to you under this agreement and all statements and payments to be sent to you under this agreement will be addressed to you at the address set forth on page 1 above or at such other address as you designate by written notice to us. All notices to be given to us will be sent to us at the address set forth on page 1 above or at such other address as we designate by written notice to you. All notices will be in writing and will be given by personal delivery or by registered or certified mail (return

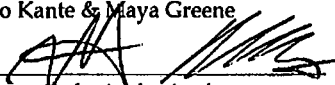
receipt requested), all charges prepaid. Notices will be deemed given when personally delivered or mailed, except that notices of change of address will be effective only upon actual receipt.

Until such time as a more formal agreement is entered into, the foregoing shall confirm the understanding between you and us with respect to the subject matter hereof and this letter shall constitute a valid and binding agreement.

If the foregoing accurately reflects the understanding between you and us with respect to the matters herein, please indicate your acceptance by signing in the spaces below.

Very truly yours,


Bosco Kante & Maya Greene

By:   
Duly Authorized

3/13/13 3/13/13  
Date

AGREED TO AND ACCEPTED:

Rosemary Greene

By:   
Duly Authorized

3/13/2013  
Date

IMPORTANT LEGAL DOCUMENT PLEASE ENGAGE COUNSEL PRIOR TO EXECUTION

# 8009 GREENRIDGE DR.

Bosco Kante & Maya Greene  
(referred to herein as "us", "our", "we" and "M&B")  
4100 Redwood Rd. #118  
Oakland, CA 94619  
323-481-7372

Rosemary Greene  
(referred to herein as "You", "your", and "Rosemary")

P.O. Box 2344  
Oakland, CA 94614

Dated As of Feb 1st, 2014

Re: Loan & Property Management

Dear Rosemary Greene:

This deal memorandum ("Agreement") shall outline the material terms for the Property Management, Lease, and Cost Reimbursement agreement between Rosemary Greene (hereinafter "You") and Bosco Kante and Maya Greene (hereinafter "Us" or "M&B") with respect to the rental property 8009 Greenridge Dr., Oakland, CA 94605 ("Greenridge").

**1. Whereas** You wish to hire M&B to manage your rental property, You wish to borrow money for to pay off your second mortgage, You wish to borrow money for a personal loan, You wish to borrow money for some costs associated with managing and operating the rental property, and You wish to reimburse Bosco for money borrowed to improve Greenridge.

**2. Term:** The initial term of this agreement shall commence on Feb 1<sup>st</sup>, 2014 and end on Jan 31<sup>st</sup>, 2018 and thereafter shall be month to month on the same terms and conditions stated herein, save any changes made pursuant to law, until terminated.

**3. Termination:** Upon expiration of the initial four year term of this agreement, this agreement may be terminated by either party upon 60 day notice, provided all sums due Us hereunder have been paid.

**4. 2<sup>nd</sup> Loan Payoff:** We shall loan You up to nine thousand dollars (\$9,000.00) no later than February 15<sup>th</sup>, 2014, which shall be used by you exclusively to pay off the second mortgage on Greenridge held by Real Time Resolutions, Inc.

**5. Lease of Unit 1:** We shall lease Greenridge Unit 1 for the term of this agreement at the rental rate of fourteen hundred dollars (\$1400.00) per month.

**6. Lease of Unit 3:** We shall lease Greenridge Unit 3 for the term of this agreement at the rental rate of fourteen hundred dollars (\$1400.00) per month.

**7. Lease of Unit 2:** In the event You move out of Greenridge Unit 2, we shall have the first right of refusal to lease Greenridge Unit 2 for the term of this agreement at the rental rate of fourteen hundred dollars (\$1400.00) per month.

**8. Lease of Unit 4:** In the event Leslie and Carl Morris move out of Greenridge Unit 4, we shall have the first right of refusal to lease Greenridge Unit 3 for the term of this agreement at the rental rate of fourteen hundred dollars (\$1400.00) per month.



## 8009 GREENRIDGE DR.

9. **Good Faith Negotiation with Leslie and Carl:** We shall not evict or take any action against Leslie and Carl Morris that would violate any laws or ordinances. Any negotiation with Carl and Leslie shall be made in good faith, and they must only be asked to vacate on a voluntary basis or in exchange for compensation. Any payment made to Leslie and Carl Morris in exchange for vacating Greenridge shall be paid by Us and shall not be reimbursable by You.

a. **Unit 4 Security Deposit:** In the event Leslie and Carl Morris vacate Unit 4 and We elect to lease Unit four, we shall refund Leslie and Carl's security deposit up to three thousand dollars (\$3000) subject to any deductions per their lease agreement. The amounts refunded to Leslie and Carl Morris by us, including any deductions, shall constitute our security deposit for Unit 4. When we vacate Unit 4, You shall refund our security deposit within two weeks subject to legal deductions for repairs.

10. **Management Fee:** You shall pay Us a management fee of \$400 per month retroactively beginning January 1<sup>st</sup>, 2014 and continuing for the term of this Agreement.

10.1. **Property Management Services:** We shall manage the rental property Greenridge and provide customary property management services including:

- a. selection, approval, and eviction of tenants
- b. collection of all rents
- c. scheduling repairs and regular maintenance
- d. Bookkeeping and records management

11. **Personal Loan:** We shall loan you one thousand dollars (\$1,000.00) no later than May 1<sup>st</sup>, 2014, for the payment of your Real Estate Dues. This loan shall be deemed an Excess Cost and reimbursable from any rental income received or due to You.

12. **Che's Education Fund:** You shall execute and record a fifty thousand dollar (\$50,000.00) lien against Greenridge for the benefit of Bushkin's Educational Trust, a trust created for the benefit of Bosco Anthony Che' Kante. No regular monthly payment shall be due on this lien. However, this lien must be paid in full prior to the sale, transfer, or refinance of Greenridge. We shall incur the costs associated with preparing and recording this lien.

13. **Pre-Existing Balance:** You hereby acknowledge a balance of seventeen thousand five hundred fifty one dollars (\$17,551.00) due Us under the Property Management Agreement dated March 13<sup>th</sup>, 2013. This Pre-Existing Balance shall be reimbursable from any sums due you hereunder.

14. **"The Lien":** You shall execute and record a lien against Greenridge for the value of the sixteen thousand eight hundred fifty one dollar (\$16,851.00) "Pre-Existing Balance" plus the one thousand dollar (\$1,000.00) Personal Loan and the nine thousand dollar (\$9,000.00) "2<sup>nd</sup> Loan Payoff" for a total of twenty six thousand eight hundred fifty one dollars (\$26,851.16). We shall release The Lien immediately following the repayment of the total balance of twenty six thousand eight hundred fifty one dollars (\$26,851.16).

15. **Costs Paid First:** All rents collected or payable to you shall first be applied to pay approved monthly costs. Any remaining amounts shall be paid to Us and credited against "The Lien" and any additional Excess Costs.

16. **Monthly Net Profits:** The "Monthly Net Profits" shall be paid to you on a monthly basis after payment of The Lien and all Excess Costs, within thirty days of receipt by us. Any overpayment of Monthly Net Profits shall be returned immediately upon request by Us or added to Excess Costs at our sole discretion.

a. **Monthly Statements:** We shall provide you with a monthly statement within thirty (30) days of the close of each month. The monthly statement shall be a non-binding approximation of costs and income which shall not replace the biannual accounting statements.

17. **Qualified Tax Preparer:** You shall hire a qualified tax preparer and file your personal income taxes on time. You shall allow us to review your taxes at least seven (7) days prior to filing.



# 8009 GREENRIDGE DR.

**18. First Right of Refusal on Sale of Greenridge:** During the term of the Agreement, before You may sell or transfer Greenridge to a third party, You shall first offer the Greenridge to Us at the same price as is offered by the third party less all sums due us hereunder including but not limited to Excess Costs, The Lein, and Che's Education Fund. You shall provide us a copy of the third party's offer. We shall have thirty (30) days from the date on which you provide a copy of the third party's offer during which to accept said offer. If We do not accept said offer within said period, You shall be free to accept the third-party offer. If You do not enter into an agreement with the third party on terms and conditions equal to or more favorable than those offered to Us and close the transaction within 90 days, Your right to sell Greenridge to the third party shall expire and the procedure described in this Section shall again be applicable.

**19. Vacation Rental Business:** Whereas We intend to sublet the Units at Greenridge we lease from You to short-term renters, you shall not prevent or impair our ability to operate such business to the extent allowed by law. You shall execute or authorize us to execute any document required to allow us to lawfully operate said Vacation Rental Business. We hereby indemnify and hold you harmless from any liability arising out of our operation of said Vacation Rental Business at Greenridge. We will make reasonable efforts to operate said Vacation Rental Business in such a way that it does not violate any laws or ordinances.

**21. Vacation Rental Income and Expenses:** We shall not be required to pay you any portion of the proceeds from our Vacation Rental Business. We shall be responsible for all expenses associated with the operation of our Vacation Rental Business, including but not limited to marketing, cleaning, and damages caused by renters who sublet in the Units we lease. In addition, we shall pay the following costs associated with our Vacation Rental business:

- a. Electricity inside each Unit we lease
- b. Cable TV
- c. Internet
- d. Staging and Furniture

**20. Vacation Rental Insurance:** We shall maintain an insurance policy sufficient to cover liability and damages related to the operation of our Vacation Rental Business. We may at our sole election, purchase an "All Inclusive Policy" that includes the coverage of Greenridge as required by the first mortgage holder or servicer. If we elect to obtain an "All Inclusive Policy" you will prompt present this policy to the lender. If the lender accepts this policy and removes the force placed policy that is currently in effect, we shall receive any refund provided on the force-placed policy. In addition, you shall be responsible for one hundred sixty six dollars and seventy-one cents (\$166.71) of the cost of the "All Inclusive Policy".

**21. Maintenance Reserves:** We shall hold one hundred fifty dollars (\$150) per month from all rental income as reserves against future mutually approved maintenance costs. A joint account between you and us shall be created into which the reserves shall be deposited. Mutually approved maintenance costs for which these funds shall be used include but are not limited to:

- a. Repair and refinishing of the wood fencing and wood on the exterior of Greenridge
- b. Repair of leaking window in Unit 1
- c. Repainting of exterior trim where bare wood is showing through

**22. Rental Properties Monthly Costs:** The following monthly rental property costs shall be deemed approved and shall be deducted from the rents collected before paying any monthly Net Profits.

- a. First mortgage on Greenridge including principal, interest, taxes, insurance, and monthly escrow.
- b. Garbage/Waste Management for all units
- c. Gas and Electricity (PG&E) for the building common areas
- d. landscaping
- e. Water/EBMUD
- f. regular interior and exterior maintenance up to \$200 per month

**23. Excess Costs:** Costs exceeding the monthly budget in "Rental Properties Monthly Costs" ("Excess Costs") shall be jointly approved by You and us, your approval not to be unreasonable withheld. Any Excess Costs paid by us at our sole discretion shall be deducted from collected rents and repaid before any Monthly Net Profits are disbursed to You.

## 8009 GREENRIDGE DR.

**24. No-Sale:** You shall not sell Greenridge without first fully repaying all sums owed hereunder including but not limited to all Excess Costs and The Lien.

**25. Termination by Us:** We may terminate this agreement at any time with 60 days notice, providing that all sums due You have been paid. Termination of this agreement shall not terminate the requirement that You pay any sums due to us hereunder.

**26. Non-waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**27. Severability:** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**28. Warrants and Indemnification:** You warrant and represent that (i) you and have the full right, power and authority to enter into this Agreement, Further, you agree to indemnify, defend and hold us and our assignees and designees harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with your actual breach of any of your representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with your prior written consent, which shall not be unreasonably withheld.

We warrant and represent that (i) We have the full right, power and authority to enter into this Agreement, Further, We agree to indemnify, defend and hold You harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with our actual breach of any of our representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with our prior written consent, which shall not be unreasonably withheld.

**29. Accountings:** Within ninety (90) days after June 30 and December 31 of each year during which The Rental Properties are managed by M&B, we shall render an accounting statement of rental income and expenses under this Agreement during the preceding calendar half-year, less the all amounts chargeable under this Agreement. All accountings rendered to you shall be binding upon you and not subject to any objection by you for any reason unless specific written objection by you stating the basis thereof is furnished to us within One (1) year from the date rendered to you. You shall be foreclosed from maintaining any action, claim or proceeding against us with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against us in a court of competent jurisdiction within two (2) years from the date such accounting is rendered. Subject to the immediately preceding paragraph, you shall have the right to appoint a certified public accountant to examine those portions of Company's books and records relating to the sale of records embodying the Master, provided that such examination shall take place at the normal place of business, during normal business hours, on reasonable written notice, not more frequently than once with respect to any particular statement and not more than once in any calendar year and shall be at your sole cost and expense. You shall furnish Company with a copy of the audit report within forty-five (45) days after the completion of the applicable audit. The rights granted herein to you constitute your sole right to examine Company's books and records. For the avoidance of doubt, you shall have no right whatsoever to examine or audit any third party's books or records.

## 8009 GREENRIDGE DR.

**30. Governing Law:** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA, AND ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES A DISPUTE BETWEEN THE PARTIES HERETO CONCERNING THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS IN OAKLAND AND NOT ELSEWHERE.

**31. Miscellaneous:** This Agreement supersedes all previous agreements and contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties.

No breach by either party of its material obligations hereunder will entitle the non-breaching party to recover damages, or affect any of such non-breaching party's obligations hereunder, unless the party alleged to be in breach fails to remedy such breach within thirty (30) days following receipt of notice thereof. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, no breach by us of any provision hereof shall give you the right to injunctive or other equitable relief with respect to the rental, lease, or other exploitation of the Rental properties hereunder; it being understood that your sole remedy for any such breach shall be limited to damages, if any.

This Agreement may be signed in counterparts, which together shall constitute one original agreement, and may be delivered to the parties by email.

**32. Notices:** All notices to be given to you under this agreement and all statements and payments to be sent to you under this agreement will be addressed to you at the address set forth on page 1 above or at such other address as you designate by written notice to us. All notices to be given to us will be sent to us at the address set forth on page 1 above or at such other address as we designate by written notice to you. All notices will be in writing and will be given by personal delivery or by registered or certified mail (return receipt requested), all charges prepaid. Notices will be deemed given when personally delivered or mailed, except that notices of change of address will be effective only upon actual receipt.

**33. Transfer:** We may transfer or assign any or all of our responsibilities under this Agreement to Bosco Kante, Maya Greene, an entity owned, managed, or controlled, by Bosco Kante or Maya Greene, or a trust for which Bosco Kante or Maya Greene is the trustee.

Until such time as a more formal agreement is entered into, the foregoing shall confirm the understanding between you and us with respect to the subject matter hereof and this letter shall constitute a valid and binding agreement.

If the foregoing accurately reflects the understanding between you and us with respect to the matters herein, please indicate your acceptance by signing in the spaces below.

Very truly yours,

Bosco Kante & Maya Greene

By:   
Duly Authorized

2/10/14  
Date

AGREED TO AND ACCEPTED:

8009 GREENRIDGE DR.

Rosemary Greene

By: Rosemary Greene 2/10/2014  
Duly Authorized Date

IMPORTANT LEGAL DOCUMENT PLEASE ENGAGE COUNSEL PRIOR TO EXECUTION

# HANSOM

Bosco Kante  
(referred to herein as "us", "our", "we" and "M&B")  
4100 Redwood Rd. #118  
Oakland, CA 94619  
323-481-7372

Rosemary Greene  
(referred to herein as "You", "your", and "Rosemary")

P.O. Box 2344  
Oakland, CA 94614

Dated As of Feb 1st, 2014

**Re: Loan & Property Management HANSOM**

Dear Rosemary Greene:

This deal memorandum ("Agreement") shall outline the material terms for the Property Management, Lease, and Cost Reimbursement agreement between Rosemary Greene (hereinafter "You") and Bosco Kante (hereinafter "Us") with respect to the rental property 8000 Hansom Dr., Oakland, CA 94605 ("Hansom").

**1. Whereas** You wish to hire M&B to manage your rental property, You wish to borrow money for attorney's fees, You wish to borrow money for some costs associated with managing and operating your rental property, and You wish to reimburse Us for money borrowed to improve Greenridge.

**2. Term:** The initial term of this agreement shall commence on Feb 1<sup>st</sup>, 2014 and end on Jan 31<sup>st</sup>, 2018 and thereafter shall be month to month on the same terms and conditions stated herein, save any changes made pursuant to law, until terminated.

**3. Termination:** Upon expiration of the initial four year term of this agreement, this agreement may be terminated by either party upon 60 day notice, provided all sums due Us hereunder have been paid.

**4. Lease:** We shall lease Hansom at the rental rate of two thousand five hundred dollars (\$2500.00) per month. The lease shall include all furniture and appliances except that:  
a. The dining room table & chairs and the white couch shall be returned to You within one (1) year of the date of this agreement.

**5. Loan Modification Attorney's Fees:** We shall advance up to five thousand dollars (\$5000.00) at our sole discretion for attorney's fees to help You obtain a loan modification on Hansom. These attorney's fees shall be deemed Excess Costs and reimbursable from rent due you except that if no Loan modification is obtained and Hansom is foreclosed on, your share of the attorney's fees shall be limited to the total of the rents payable to You for Hansom under this agreement for dates after April 3<sup>rd</sup>, 2014.

**6. Property Management Services:** We shall manage the rental property Hansom and provide customary property management services including:

- a. selection, approval, and eviction of tenants
- b. collection of all rents
- c. scheduling repairs and regular maintenance
- d. Bookkeeping and records management

**7. Pre-Existing Balance:** You hereby acknowledge a balance of sixteen thousand eight hundred fifty one dollars (\$16,851.00) due Us under the Property Management Agreement dated March 13<sup>th</sup>, 2013. This Pre-Existing Balance shall be recoupable from any sums due you hereunder.

# HANSOM

**7.1. Greenridge Costs:** Any sums due under the property management agreement for 8009 Greenridge Dr., Oakland, CA 94605 between You and Us dated February 1<sup>st</sup>, 2014, shall be recoupable from any sums due hereunder.

**8. Costs Paid First:** All rents collected or payable to you shall first be applied to pay approved monthly costs. Any remaining amounts shall be paid to Us and credited against "The Lien" and any additional Excess Costs.

**9. Monthly Net Profits:** The "Monthly Net Profits" shall be paid to you on a monthly basis after payment of The Lien and all Excess Costs, within thirty days of receipt by us. Any overpayment of Monthly Net Profits shall be returned immediately upon request by Us or added to Excess Costs at our sole discretion.

a. **Monthly Statements:** We shall provide you with a monthly statement within thirty (30) days of the close of each month. The monthly statement shall be a non-binding approximation of costs and income which shall not replace the biannual accounting statements.

**10. First Right of Refusal on Sale of Hansom:** During the term of the Agreement, before You may sell or transfer Hansom to a third party, You shall first offer the Hansom to Us at the same price as is offered by the third party. You shall provide us a copy of the third party's offer. We shall have thirty (30) days from the date on which you provide a copy of the third party's offer during which to accept said offer. If We do not accept said offer within said period, You shall be free to accept the third-party offer. If You do not enter into an agreement with the third party on terms and conditions equal to or more favorable than those offered to Us and close the transaction within 90 days, Your right to sell Hansom to the third party shall expire and the procedure described in this Section shall again be applicable.

**11. Vacation Rental Business:** Whereas We may elect to sublet Hansom to short-term renters, you shall not prevent or impair our ability to operate such business to the extent allowed by law. You shall execute or authorize us to execute any document required to allow us to lawfully operate said Vacation Rental Business. We hereby indemnify and hold you harmless from any liability arising out of our operation of said Vacation Rental Business at Hansom. We will make reasonable efforts to operate said Vacation Rental Business in such a way that it does not violate any laws or ordinances.

**12. Vacation Rental Income and Expenses:** We shall not be required to pay you any portion of the proceeds from our Vacation Rental Business. We shall be responsible for all expenses associated with the operation of our Vacation Rental Business, including but not limited to marketing, cleaning, and damages caused by renters who sublet Hansom. In addition, we shall pay the following costs associated with our Vacation Rental business:

- a. Electricity inside each Unit we lease
- b. Cable TV
- c. Internet
- d. Staging and Furniture

**13. Vacation Rental Insurance:** We shall maintain an insurance policy sufficient to cover liability and damages related to the operation of our Vacation Rental Business. We may at our sole election, purchase an "All Inclusive Policy" that includes the coverage of Hansom as required by the first mortgage holder or servicer. If we elect to obtain an "All Inclusive Policy" you will prompt present this policy to the lender. If the lender accepts this policy and removes the force placed policy that is currently in effect, we shall receive any refund provided on the force-placed policy. In addition, you shall be responsible for one hundred twenty six dollars and sixty-six cents (\$126.66) of the cost of the "All Inclusive Policy".

**14. Maintenance Reserves:** We shall hold one hundred dollars (\$100) per month from all rental income as reserves against future mutually approved maintenance costs. A joint account between you and us shall be created into which the reserves shall be deposited.

**15. Pre-Modification Rental Properties Monthly Costs:** The following monthly rental property costs shall be deemed approved and shall be deducted from the rents collected before paying any monthly Net Profits.

- a. Garbage/Waste Management



# HANSOM

- b. landscaping
- c. Water/EBMUD
- d. regular maintenance up to \$150 per month

**16. Post-Modification Rental Properties Monthly Costs:** After obtaining a loan modification, the following monthly rental property costs shall be deemed approved and shall be deducted from the rents collected before paying any monthly Net Profits.

- a. First mortgage payment on Hansom including principal, interest, taxes, insurance, and monthly escrow.

**17. Excess Costs:** Costs exceeding the monthly budget in "Rental Properties Monthly Costs" ("Excess Costs") shall be jointly approved by You and us, your approval not to be unreasonable withheld. Any Excess Costs paid by us at our sole discretion shall be deducted from collected rents and repaid before any Monthly Net Profits are disbursed to You.

**18. No-Sale:** You shall not sell Hansom without first fully repaying all sums owed hereunder including but not limited to all Excess Costs and The Lien.

**19. Termination by Us:** We may terminate this agreement at any time with 60 days notice, providing that all sums due You have been paid. Termination of this agreement shall not terminate the requirement that You pay any sums due to us hereunder.

**20. Non-waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**21. Severability:** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**22. Warrants and Indemnification:** You warrant and represent that (i) you and have the full right, power and authority to enter into this Agreement, Further, you agree to indemnify, defend and hold us and our assignees and designees harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with your actual breach of any of your representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with your prior written consent, which shall not be unreasonably withheld.

We warrant and represent that (i) We have the full right, power and authority to enter into this Agreement, Further, We agree to indemnify, defend and hold You harmless from and against any and all actual or threatened claims, losses, legal proceedings or other costs or expenses resulting from or otherwise in connection with our actual breach of any of our representations, warranties, covenants or obligations under this Agreement; provided the claim concerned is reduced to an adverse judgment or is settled with our prior written consent, which shall not be unreasonably withheld.

**23. Accountings:** Within ninety (90) days after June 30 and December 31 of each year during which The Rental Properties are managed by M&B, we shall render an accounting statement of rental income and expenses under this Agreement during the preceding calendar half-year, less the all amounts chargeable under this Agreement. All accountings rendered to you shall be binding upon you and not subject to any

# HANSOM

objection by you for any reason unless specific written objection by you stating the basis thereof is furnished to us within One (1) year from the date rendered to you. You shall be foreclosed from maintaining any action, claim or proceeding against us with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against us in a court of competent jurisdiction within two (2) years from the date such accounting is rendered. Subject to the immediately preceding paragraph, you shall have the right to appoint a certified public accountant to examine those portions of Company's books and records relating to the sale of records embodying the Master, provided that such examination shall take place at the normal place of business, during normal business hours, on reasonable written notice, not more frequently than once with respect to any particular statement and not more than once in any calendar year and shall be at your sole cost and expense. You shall furnish Company with a copy of the audit report within forty-five (45) days after the completion of the applicable audit. The rights granted herein to you constitute your sole right to examine Company's books and records. For the avoidance of doubt, you shall have no right whatsoever to examine or audit any third party's books or records.

**24. Governing Law:** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA, AND ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES A DISPUTE BETWEEN THE PARTIES HERETO CONCERNING THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS IN OAKLAND AND NOT ELSEWHERE.

**25. Miscellaneous:** This Agreement supersedes all previous agreements and contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties.

No breach by either party of its material obligations hereunder will entitle the non-breaching party to recover damages, or affect any of such non-breaching party's obligations hereunder, unless the party alleged to be in breach fails to remedy such breach within thirty (30) days following receipt of notice thereof. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, no breach by us of any provision hereof shall give you the right to injunctive or other equitable relief with respect to the rental, lease, or other exploitation of the Rental properties hereunder; it being understood that your sole remedy for any such breach shall be limited to damages, if any.

This Agreement may be signed in counterparts, which together shall constitute one original agreement, and may be delivered to the parties by email.

**26. Notices:** All notices to be given to you under this agreement and all statements and payments to be sent to you under this agreement will be addressed to you at the address set forth on page 1 above or at such other address as you designate by written notice to us. All notices to be given to us will be sent to us at the address set forth on page 1 above or at such other address as we designate by written notice to you. All notices will be in writing and will be given by personal delivery or by registered or certified mail (return receipt requested), all charges prepaid. Notices will be deemed given when personally delivered or mailed, except that notices of change of address will be effective only upon actual receipt.

**27. Transfer:** We may transfer or assign any or all of our responsibilities under this Agreement to Bosco Kante, Maya Greene, an entity owned, managed, or controlled, by Bosco Kante or Maya Greene, or a trust for which Bosco Kante or Maya Greene is the trustee.

Until such time as a more formal agreement is entered into, the foregoing shall confirm the understanding between you and us with respect to the subject matter hereof and this letter shall constitute a valid and binding agreement.



# HANSOM

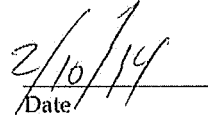
If the foregoing accurately reflects the understanding between you and us with respect to the matters herein, please indicate your acceptance by signing in the spaces below.

Very truly yours,

Bosco Kante

By: 

Duly Authorized

  
Date

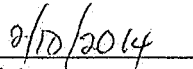
AGREED TO AND ACCEPTED:

Rosemary Greene

By: 

Duly Authorized

Date

  
2/10/2014

IMPORTANT LEGAL DOCUMENT PLEASE ENGAGE COUNSEL PRIOR TO EXECUTION

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties									
Profit and Loss (by month)									
September 2007 - June 2017									
	Sep 2007	Oct 2007	Nov 2007	Dec 2007	Jan 2008	Feb 2008	Mar 2008	Apr 2008	May 2008
Income									
Greenridge Rents Received									
Short term loan repayment									
Unit 1									
Unit 2									
Unit 3									
Unit 4									
Total Greenridge Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	0	0	0	0	0	0	0	0	0
Expenses									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0
Greenridge Project Management Fee 2008									50,000.00
Greenridge Remodel and Condo Conversion 2007-2008			31.62	665	718.24	33,204.71	42,934.06	15,980.94	18,875.36
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	0	0	31.62	665	718.24	33,204.71	42,934.06	15,980.94	68,875.36
Net Income	0	0	-31.62	-665	-718.24	-33,204.71	-42,934.06	-15,980.94	-68,875.36
Loan Balance									
	Sep 2007	Oct 2007	Nov 2007	Dec 2007	Jan 2008	Feb 2008	Mar 2008	Apr 2008	May 2008
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	0	0	31.62	696.62	1,414.86	34,619.57	77,553.63	93,534.57	162,409.93

**P&L by Month Collapsed Rosemary**

**Rosemary Greene Rental Properties**

**Profit and Loss (by month)**

September 2007 - June 2017

	Jun 2008	Jul 2008	Aug 2008	Sep 2008	Oct 2008	Nov 2008	Dec 2008	Jan 2009	Feb 2009
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1									
Unit 2									
Unit 3									
Unit 4									
Total Greenridge Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	0	0	0	0	0	0	0	0	0
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008	3,832.72	16.49	3,819.08	118.73					
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	3,832.72	16.49	3,819.08	118.73	0	0	0	0	0
<b>Net Income</b>	-3,832.72	-16.49	-3,819.08	-118.73	0	0	0	0	0
<b>Loan Balance</b>									
	Jun 2008	Jul 2008	Aug 2008	Sep 2008	Oct 2008	Nov 2008	Dec 2008	Jan 2009	Feb 2009
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	166,242.65	166,259.14	170,078.22	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95

**P&L by Month Collapsed Rosemary**

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>										
	Mar 2009	Apr 2009	May 2009	Jun 2009	Jul 2009	Aug 2009	Sep 2009	Oct 2009	Nov 2009	
<b>Income</b>										
Greenridge Rents Received										
Short term loan repayment										
Unit 1										
Unit 2										
Unit 3										
Unit 4										
Total Greenridge Rents Received	0	0	0	0	0	0	0	0	0	
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0	
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0	
Total Income	0	0	0	0	0	0	0	0	0	
<b>Expenses</b>										
Greenridge Expenses										
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0	
Greenridge Project Management Fee 2008										
Greenridge Remodel and Condo Conversion 2007-2008										
Hansom Expenses (All)										
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0	
Hansom Rent Paid Upstairs (Rosemary)										
Legal & Prof Fees (Hansom)										
Total Expenses	0	0	0	0	0	0	0	0	0	
<b>Net Income</b>	0	0	0	0	0	0	0	0	0	
<b>Loan Balance</b>										
	Mar 2009	Apr 2009	May 2009	Jun 2009	Jul 2009	Aug 2009	Sep 2009	Oct 2009	Nov 2009	
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0	
Loan Balance	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	170,196.95	

**P&L by Month Collapsed Rosemary**

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>									
	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1			1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 2									
Unit 3									
Unit 4									
Total Greenridge Rents Received	0	0	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	0	0	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	0	0	0	0	0	0	0	0	0
Net Income	0	0	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>Loan Balance</b>									
	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	170,196.95	170,196.95	168,696.95	167,196.95	165,696.95	164,196.95	162,696.95	161,196.95	159,696.95

P&L by Month Collapsed Rosemary

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>									
	Sep 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	Apr 2011	May 2011
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 2									
Unit 3									
Unit 4									
Total Greenridge Rents Received	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	0	0	0	0	0	0	0	0	0
Net Income	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>Loan Balance</b>									
	Sep 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	Apr 2011	May 2011
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	158,196.95	156,696.95	155,196.95	153,696.95	152,196.95	150,696.95	149,196.95	147,696.95	146,196.95

**P&L by Month Collapsed Rosemary**

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>									
	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012
<b>Income</b>									
<b>Greenridge Rents Received</b>									
<b>Short term loan repayment</b>									
Unit 1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 2									
Unit 3									
Unit 4									
<b>Total Greenridge Rents Received</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>
<b>Total Hansom Rents Received</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Hansom VR Income 2013 - 2/2014</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Income</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>
<b>Expenses</b>									
<b>Greenridge Expenses</b>									
<b>Total Greenridge Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Greenridge Project Management Fee 2008</b>									
<b>Greenridge Remodel and Condo Conversion 2007-2008</b>									
<b>Hansom Expenses (All)</b>									
<b>Total Hansom Expenses (All)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hansom Rent Paid Upstairs (Rosemary)</b>									
<b>Legal &amp; Prof Fees (Hansom)</b>									
<b>Total Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Income</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>
<b>Loan Balance</b>									
	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012
<b>Disbursements to Rosemary</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Loan Balance</b>	<b>144,696.95</b>	<b>143,196.95</b>	<b>141,696.95</b>	<b>140,196.95</b>	<b>138,696.95</b>	<b>137,196.95</b>	<b>135,696.95</b>	<b>134,196.95</b>	<b>132,696.95</b>

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties									
Profit and Loss (by month)									
September 2007 - June 2017									
	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 2									
Unit 3						1,500.00	1,500.00	1,500.00	1,500.00
Unit 4									
Total Greenridge Rents Received	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00	3,000.00
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	0	0	0	0	0	0
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	0	0	0	0	0	0
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	0	0	0	0	0	0	0	0	0
Net Income	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>Loan Balance</b>									
	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012
Disbursements to Rosemary	0	0	0	0	3,000.00	0	0	0	0
Loan Balance	131,196.95	129,696.95	128,196.95	126,696.95	128,196.95	125,196.95	122,196.95	119,196.95	116,196.95



P&L by Month Collapsed Rosemary

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>									
	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 2									
Unit 3	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Unit 4				0	1,500.00	1,450.00			1,500.00
Total Greenridge Rents Received	3,000.00	3,000.00	3,000.00	3,000.00	4,500.00	4,450.00	3,000.00	3,000.00	4,500.00
Total Hansom Rents Received	0	0	0	0	0	0	0	0	0
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	7,306.00	1,892.00	2,251.00	5,991.71	4,316.00
Total Income	3,000.00	3,000.00	3,000.00	3,000.00	11,806.00	6,342.00	5,251.00	8,991.71	8,816.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	0	0	0	13,783.00	2,209.72	28.7	786.67	235	2,394.87
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	0	0	0	37.35	8,133.86	953.5	2,831.12	3,642.33	2,851.97
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)									
Total Expenses	0	0	0	13,820.35	10,343.58	982.2	3,617.79	3,877.33	5,246.84
<b>Net Income</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>-10,820.35</b>	<b>1,462.42</b>	<b>5,359.80</b>	<b>1,633.21</b>	<b>5,114.38</b>	<b>3,569.16</b>
<b>Loan Balance</b>									
	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	113,196.95	110,196.95	107,196.95	118,017.30	116,554.88	111,195.08	109,561.87	104,447.49	100,878.33

**P&L by Month Collapsed Rosemary**

<b>Rosemary Greene Rental Properties</b> <b>Profit and Loss (by month)</b> <b>September 2007 - June 2017</b>									
	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014	Apr 2014	May 2014
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 2									
Unit 3	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 4	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00	1,500.00	1,500.00	1,500.00
Total Greenridge Rents Received	4,500.00	4,500.00	4,500.00	4,500.00	6,000.00	5,800.00	4,300.00	4,300.00	4,300.00
Total Hansom Rents Received	0	0	0	0	0	2,500.00	2,500.00	2,500.00	2,500.00
Total Hansom VR Income 2013 - 2/2014	3,170.00	5,734.32	4,174.00	5,489.00	5,596.42	0	0	0	0
Total Income	7,670.00	10,234.32	8,674.00	9,989.00	11,596.42	8,300.00	6,800.00	6,800.00	6,800.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	2,488.00	2,131.41	1,931.41	2,179.21	12,831.41	60	814.62	450	2,408.36
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	1,961.62	1,372.61	1,119.99	4,618.76	3,875.86	2,400.92	858.56	6,410.35	709.01
Hansom Rent Paid Upstairs (Rosemary)									
Legal & Prof Fees (Hansom)					1,581.00	40			
Total Expenses	4,449.62	3,504.02	3,051.40	6,797.97	18,288.27	2,500.92	1,673.18	6,860.35	3,117.37
<b>Net Income</b>	<b>3,220.38</b>	<b>6,730.30</b>	<b>5,622.60</b>	<b>3,191.03</b>	<b>-6,691.85</b>	<b>5,799.08</b>	<b>5,126.82</b>	<b>-60.35</b>	<b>3,682.63</b>
<b>Loan Balance</b>									
	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014	Apr 2014	May 2014
Disbursements to Rosemary	0	0	0	0	0	520	2,595.00	-3,799.00	-402.68
Loan Balance	97,657.95	90,927.65	85,305.05	82,114.02	88,805.87	83,526.79	80,994.97	77,256.32	73,171.01

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties  
Profit and Loss (by month)  
September 2007 - June 2017

	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment						0			
Unit 1	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 2									
Unit 3	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 4	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Total Greenridge Rents Received	4,300.00	4,300.00	4,300.00	4,300.00	4,300.00	4,300.00	4,300.00	4,300.00	4,300.00
Total Hansom Rents Received	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Total Hansom VR Income 2013 - 2/2014	0	-2,548.86	0	0	0	0	0	0	0
Total Income	6,800.00	4,251.14	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	2,642.31	3,187.80	2,695.36	2,947.44	2,505.36	2,705.36	2,605.36	2,840.90	2,828.86
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	250	558.73	1,026.95	106.95	415.25	285.95	464.73	107.95	106.95
Hansom Rent Paid Upstairs (Rosemary)								5,435.00	4,555.00
Legal & Prof Fees (Hansom)									
Total Expenses	2,892.31	3,746.53	3,722.31	3,054.39	2,920.61	2,991.31	3,070.09	8,383.85	7,490.81
Net Income	3,907.69	504.61	3,077.69	3,745.61	3,879.39	3,808.69	3,729.91	-1,583.85	-690.81
<b>Loan Balance</b>									
	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015
Disbursements to Rosemary	0	0	0	0	0	0	402.68	1,314.56	1,003.62
Loan Balance	69,263.32	68,758.71	65,681.02	61,935.41	58,056.02	54,247.33	50,920.10	53,818.51	55,512.94

**P&L by Month Collapsed Rosemary**

Rosemary Greene Rental Properties									
Profit and Loss (by month)									
September 2007 - June 2017									
	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 2			1,083.87	1,400.00	1,400.00	1,400.00	0	1,400.00	1,400.00
Unit 3	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 4	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,400.00	1,400.00	1,400.00	1,400.00
Total Greenridge Rents Received	4,300.00	4,300.00	5,383.87	5,700.00	5,700.00	5,600.00	4,200.00	5,600.00	5,600.00
Total Hansom Rents Received	2,500.00	2,500.00	303.77	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	6,800.00	6,800.00	5,687.64	8,200.00	8,200.00	8,100.00	6,700.00	8,100.00	8,100.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	2,848.64	3,360.56	5,227.85	4,358.32	5,724.77	7,634.32	3,707.40	3,165.23	3,026.22
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	106.95	372.34	1,256.07	2,311.55	635.18	16.95	175.27	225.44	129
Hansom Rent Paid Upstairs (Rosemary)			532.26	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Legal & Prof Fees (Hansom)		700		3,200.00	775		1,900.00	1,775.00	1,250.00
Total Expenses	2,955.59	4,432.90	7,016.18	11,369.87	8,634.95	9,151.27	7,282.67	6,665.67	5,905.22
<b>Net Income</b>	<b>3,844.41</b>	<b>2,367.10</b>	<b>-1,328.54</b>	<b>-3,169.87</b>	<b>-434.95</b>	<b>-1,051.27</b>	<b>-582.67</b>	<b>1,434.33</b>	<b>2,194.78</b>
<b>Loan Balance</b>									
	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015
Disbursements to Rosemary	1,001.36	1,039.44	500	0	0	0	0	0	0
Loan Balance	52,669.89	51,342.23	53,170.77	56,340.64	56,775.59	57,826.86	58,409.53	56,975.20	54,780.42

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties									
Profit and Loss (by month)									
September 2007 - June 2017									
	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 2	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 3	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 4	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Total Greenridge Rents Received	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00
Total Hansom Rents Received	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	3,206.32	3,693.51	3,235.32	3,394.89	3,670.12	3,338.89	3,694.89	3,622.75	3,503.09
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	334.12	602	77.6	381.98	372.32	628.45	273.69	347.98	556.22
Hansom Rent Paid Upstairs (Rosemary)	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Legal & Prof Fees (Hansom)	1,600.00	475	4,275.00		1,749.00	1,475.00		975	
Total Expenses	6,640.44	6,270.51	9,087.92	5,276.87	7,291.44	6,942.34	5,468.58	6,445.73	5,559.31
Net Income	1,459.56	1,829.49	-987.92	2,823.13	808.56	1,157.66	2,631.42	1,654.27	2,540.69
<b>Loan Balance</b>									
	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016
Disbursements to Rosemary	0	0	0	0	0	0	0	0	0
Loan Balance	53,320.86	51,491.37	52,479.29	49,656.16	48,847.60	47,689.94	45,058.52	43,404.25	40,863.56

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties									
Profit and Loss (by month)									
September 2007 - June 2017									
	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017
<b>Income</b>									
Greenridge Rents Received									
Short term loan repayment									
Unit 1	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 2	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 3	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Unit 4	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Total Greenridge Rents Received	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00	5,600.00
Total Hansom Rents Received	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Total Hansom VR Income 2013 - 2/2014	0	0	0	0	0	0	0	0	0
Total Income	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00
<b>Expenses</b>									
Greenridge Expenses									
Total Greenridge Expenses	3,872.33	6,007.86	3,136.76	3,146.05	2,889.89	2,967.46	3,320.34	3,005.11	2,951.51
Greenridge Project Management Fee 2008									
Greenridge Remodel and Condo Conversion 2007-2008									
Hansom Expenses (All)									
Total Hansom Expenses (All)	136.66	277.14	729.82	343.65	495.14	789.52	0	625.18	883.81
Hansom Rent Paid Upstairs (Rosemary)	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Legal & Prof Fees (Hansom)	3,575.00	1,350.00							
Total Expenses	9,083.99	9,135.00	5,366.58	4,989.70	4,885.03	5,256.98	4,820.34	5,130.29	5,335.32
Net Income	-983.99	-1,035.00	2,733.42	3,110.30	3,214.97	2,843.02	3,279.66	2,969.71	2,764.68
<b>Loan Balance</b>									
	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017
Disbursements to Rosemary	0	0	0	2,750.00	0	0	0	0	0
Loan Balance	41,847.55	42,882.55	40,149.13	39,788.83	36,573.86	33,730.84	30,451.18	27,481.47	24,716.79

P&L by Month Collapsed Rosemary

Rosemary Greene Rental Properties		
Profit and Loss (by month)		
September 2007 - June 2017		
	Jun 2017 Total	
Income		
Greenridge Rents Received		0
Short term loan repayment		0
Unit 1	1,120.00	129,120.00
Unit 2	1,120.00	34,403.87
Unit 3	1,120.00	84,120.00
Unit 4	1,120.00	73,870.00
Total Greenridge Rents Received	4,480.00	321,513.87
Total Hansom Rents Received	2,000.00	99,803.77
Total Hansom VR Income 2013 - 2/2014	0	43,371.59
Total Income	6,480.00	464,689.23
Expenses		
Greenridge Expenses		0
Total Greenridge Expenses	2,829.89	174,231.42
Greenridge Project Management Fee 2008		50,000.00
Greenridge Remodel and Condo Conversion 2007-2008		120,196.95
Hansom Expenses (All)		0
Total Hansom Expenses (All)	263.28	58,448.58
Hansom Rent Paid Upstairs (Rosemary)	1,200.00	37,732.26
Legal & Prof Fees (Hansom)		36,685.00
Total Expenses	4,293.17	477,294.21
Net Income	2,186.83	-12,604.98
Loan Balance	Jun 2017 Total	
Disbursements to Rosemary	0	9,924.98
Loan Balance	22,529.96	22,529.96

**Fill in this information to identify the case:**

Debtor 1 Rosemary Greene

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Northern District of California

Case number 17-41704

**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Bosco Kante and Maya Kante</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Maya Greene</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Bosco Kante &amp; Maya Kante</u> Name <u>465 Canyon Oaks Dr. Apt F</u> Number Street <u>Oakland</u> <u>CA</u> <u>94605</u> City State ZIP Code  Contact phone <u>323-481-7372</u> Contact email <u>boscokante@gmail.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  <u>Bosco Kante &amp; Maya Kante</u> Name <u>465 Canyon Oaks Dr. Apt F</u> Number Street <u>Oakland</u> <u>CA</u> <u>94605</u> City State ZIP Code  Contact phone <u>323-481-7372</u> Contact email <u>boscokante@gmail.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
		Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 1,429,980.00. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
see attached (contract, money owed, conversion, fraud, eviction)

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☐ No  
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 101,950.00

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/25/2017

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Bosco Kante and Maya Kante

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

465 Canyon Oaks Dr. Apt F

Number Street

Oakland

CA

94605

City

State

ZIP Code

Contact phone

323.481.7372

Email boscokante@gmail.com